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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

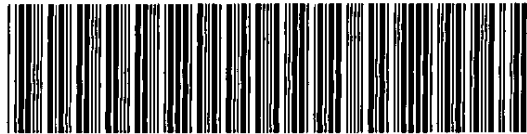
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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
06 JUN 14 AM 11:21

## TRANSMITTAL LETTER

Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**SUBJECT:** Affidavut to the Florida Secretary of State to  
to File or Qualify a Grantor Trust

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

**FEES:**

Declaration of Trust	\$350.00
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**OPTIONAL:**

Certified Copy	\$ 8.75
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**FROM:** Joseph Gavegnano

**Name (Printed or typed)**

6611 NW 100th Street

**Address**

Ocala, FL 34482

**City, State & Zip**

(352) 732-7073

**Daytime Telephone number**

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE  
TO FILE OR QUALIFY**

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SECRETARY OF STATE  
OF CORPORATIONS  
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JOEL Realty Trust

A GRANTOR TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to  
Common Law Declarations of Trust, the undersigned, the Chairman of the  
Board of Trustees of JOEL Realty Trust, a  
(Name of Trust)  
Florida Trust hereby affirms in order to file or qualify  
(State)  
Joel Realty Trust, in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 6611 NW 100th Street  
Ocala, Florida 34482
3. The registered agent and street address in the State of Florida is:  
Joseph Gavegnano  
6611 NW 100th Street  
Ocala, FL 34482
4. Acceptance by the registered agent: Having been named as registered  
agent to accept service of process for the above named Declaration of Trust  
at the place designated in this affidavit, I hereby accept the appointment as  
registered agent and agree to act in this capacity.

Joseph Gavegnano  
(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of  
Trust under which the association proposes to conduct its business in  
Florida.

**NOTARY**



Jocelynn Lanier  
My Commission DD342778  
Expires August 01 2008

CR2E063(3/00)

[Signature]

Joseph Gavegnano  
Name:

Chairman of the Board of Trustees

Filing Fee: \$350.00  
Certified Copy: \$ 8.75 (optional)

Return To:  
Elaine & Joseph Gavegnano  
6611 NW 100 St  
Ocala, FL 34482



1.

DECLARATION OF TRUST  
(GRANTOR TRUST)

ORIGINAL

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY  
DATE: 06/08/2006 11:41:07 AM  
FILE #: 2006092517 OR BK 04463 PGS 1812-1821  
RECORDING FEES 86.50

THIS INSTRUMENT WITNESSES that Joseph J. Gavegnano of Ocala, Florida, Marion County and Elaine F. Gavegnano of Ocala, Florida, Marion County, (hereinafter referred to as the "Trustees"), being about to take title to a certain parcel of land situated in the town of Ocala, in Marion County, Florida, do hereby declare that they will hold said parcel of land and any and all other property, real and personal, which may be conveyed or transferred to them as Trustees hereunder on and upon the following trusts:

ARTICLE I

This trust may be known as JOEL Realty Trust and can be amended, altered, revoked or terminated by the trustees in the manner hereinafter described.

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DIVISION OF CORPORATIONS

ARTICLE II

The trustees shall have the entire control and management of the trust property to the same extent as if they were the absolute owners free of trust. Without limiting the generality of the foregoing, the Trustees shall also have the following powers:

A. They shall have the power to purchase or otherwise acquire such real or personal property as they deem expedient, and in the exercise of this power, may make investments and hold property which ordinarily would not be considered suitable for a trustee; to sell and exchange any interest in real or personal property held by them for

cash or for any other consideration and upon such terms and conditions as they deem advisable; to borrow money and mortgage or pledge any part of the trust assets and to issue bonds, notes or other evidences of indebtedness upon such terms and maturities as they think proper; to lend money with or without security; to execute as lessors or as lessees leases for any terms including terms expiring after the termination of the trust; and to pay all expenses or other charges and obligations incurred in the administration of the trust or the assets thereof.

B. They shall have power to employ, elect, appoint, and remove employees, attorneys, and other agents and from time to time delegate any or all of their powers to such employees or agents as they deem proper. If the Trustees, on account of absence or incapacity, or other reason, are unable to act as Trustees, they may by notice in writing given to any attorney or agent authorize the exercise in their name all or any of the powers granted to them as Trustees for such period as they may in said writing designate. The Trustees shall not be liable for the act or neglect of any agent, officer, attorney, or other person so appointed, employed or designated.

C. With respect to any real property held by the Trustees they shall have authority to repair, rebuild or construct any buildings and make sure other improvements as they deem expedient.

D. They may prosecute, compromise, submit to arbitration or abandon any claim or dispute involving the trust property and pay all debts, expenses or claims against them upon such evidence as they deem proper.

E. The Trustees shall not be required to give bond, security or surety in any form.

F. They may execute, acknowledge and deliver all necessary and proper contracts, deeds, mortgages and other instruments whether or not under seal incident to any of their powers, rights and discretion .

G. All funds on deposit in any bank in the name of the trust may be withdrawn by the Trustees or, if authorized in writing, by any other person.

H. All agreements, obligations, instruments, papers and actions by or in the name and behalf of this trust may be made incurred, executed, signed or taken by or in the name in behalf of the trust and shall, in such cases and in such manner as the Trustees deem advisable, expressly exempt the Trustees and Beneficiaries from personal liability and expressly provide that the trust properly alone shall be liable thereunder or by reason thereof.

In any and all matters relating to the administration of the trust hereunder and the exercise of the powers hereby conferred the Trustees may act only upon unanimous consent. The Trustees, however, may act with or without a meeting.

### ARTICLE III

There shall be two (2) Trustees hereunder, then if a vacancy occurs in the position

now held by Joseph or Elaine Gavegnano then Christina Gavegnano, daughter of

said Joseph and Elaine Gavegnano shall upon her acceptance by an instrument in writing succeed to either one of the said positions held by Joseph or Elaine Gavegnano. If a vacancy cannot be fulfilled in the manner described above under Article III, then John Gavegnano, son of Joseph and Elaine Gavegnano, shall upon his acceptance by an instrument in writing succeed to the said position. If a vacancy cannot be fulfilled in the manner described above under Article III, then Stephanie Gavegnano, daughter of Joseph and Elaine Gavegnano, shall upon her acceptance by an instrument in writing succeed to the said position. Vacancy occurrences as herein described under Article III shall occur in the following order: First; Christina Gavegnano; Second, John Gavegnano; Third, Stephanie Gavegnano. If for any reasons a vacancy cannot be filled and two Trustees cannot be appointed to administer the trust within ninety days from the date upon which the vacancy first occurs, then this trust shall terminate and the property therein shall be distributed in accordance with Article VI hereof.

#### ARTICLE IV

A. No corporation, person or transfer agent shall be held to examine into the trusts hereunder, but such corporation, person or transfer agent may deal with such property as if the Trustees were the owners thereof free of all trusts; and no such corporation, person, or transfer agent dealing with the Trustees shall be required to see to the application of any money or property paid or delivered to any Trustees or Agents of

the Trustees.

B. Any person accepting or relying on any instrument executed by the Trustees or by any person acting under authority of the Trustees shall be fully protected without being obligated to make any further inquiry as to the authority of the Trustees or other person to execute and deliver such instrument.

C. A certificate signed by the Trustees as to any fact affecting the trust or the trust property or the administration thereof or as to any change of Trustees or as to any amendment of the trust instrument or the authority of the Trustees or other persons to act for the Trustees or as to any other action by the Trustees or Beneficiaries may without further inquiry be treated as conclusive evidence thereof by persons dealing with the Trustees or any of the trust property.

## ARTICLE V

A. A trust, and not a partnership, is created by this Declaration. This relationship of the Beneficiaries to the Trustees is solely that of cestuis que trustent, and neither the Beneficiaries nor the Trustees are partners.

B. No Beneficiary shall be personally liable for any obligation or liability incurred by this trust or by the Trustees and the Trustees shall have no right of indemnity or exoneration against the Beneficiaries personally in respect but only against the trust property.



C. Subject to Paragraph E of this Article, the Trustees shall not be personally liable for any obligation or liability incurred by this Trust or by the Trustees, and the Trustees shall be entitled to reimbursement and exoneration out of the trust estate according to law.

D. The trust estate alone shall be liable for the payment or satisfaction of all obligations and liabilities incurred in carrying on the affairs of this trust.

E. The Trustees shall not be liable to this trust or to the Beneficiaries except for their own acts, neglects and default in bad faith.

## ARTICLE VI

This trust shall be administered for the sole use and benefit of the said Joseph Gavegnano and Elaine Gavegnano in equal but separate shares. In the event that Joseph Gavegnano shall die in the term hereof then his said interest shall pass to his wife, Elaine Gavegnano and administration of the trust will be shared with the Trustee filling the vacancy according to the provisions outlined under Article III of this trust. In the event that Elaine Gavegnano shall die in the term hereof then her said interest shall pass to her husband, Joseph Gavegnano, and administration of the trust will be shared with the Trustee filling the vacancy according to the provisions outlined under Article III of this

trust. In the event that neither Joseph Gavegnano nor Elaine Gavegnano shall survive then the interest of this trust and all its assets in full and the administration of this trust shall pass to Christina Gavegnano, John Gavegnano, and Stephanie Gavegnano, the children of said Joseph and Elaine Gavegnano, in equal shares, share and share alike.

The said Beneficiaries shall be entitled to such distributions of income and/or Capital as the Trustees shall from time to time in their discretion determine, and upon The termination of the trust shall be entitled to a distribution of the trust property in The method hereinafter set forth.

This trust shall survive the death of Joseph and Elaine Gavegnano.

## ARTICLE VII

This trust may be amended, altered, revoked or terminated by instrument in writing signed by al of the Trustees. Upon termination of the trust, the Trustees shall apply the trust property first toward the payment and discharge of all debts, liabilities and obligations of the Trustees, direct or contingent, and shall distribute the balance of the trust property to and among the Beneficiaries then entitled to the distribution in the shares provided in Article VI of this trust . In making distribution, the Trustees may make distribution either in whole or in part in kind or may convert any or all trust property into cash and distribute the net proceeds, or they may transfer any or all of the trust property to a corporation in exchange for shares or other securities of the corporation and distribute such shares or other securities. In making distribution the Trustees may transfer any property subject to outstanding liabilities of the trust if they

deem it expedient and or necessary.

#### ARTICLE VIII

The interest of Beneficiaries hereunder, both as to income and principle, shall not be anticipated, alienated, or in any manner assigned by any such Beneficiary and shall not be subject to attachment, legal process or the interference or control of creditors and shall not be taken by the Trustees or become part of any bankruptcy estate.

#### ARTICLE IX

This declaration of trust may be recorded in any registry of deeds in any district or in any state in which any property of the trust may be located, and if so recorded, any amendment thereof shall likewise be recorded therein. Resignations or appointments of new Trustees may likewise be filed in any such registry of deeds. Any person dealing with Trustees or the trust property may assume without any further inquiry that there has been recorded or filed with any registry of deeds with which this instrument is recorded all amendments and alterations of the trust instrument in notice of all changes or identity of the Trustees and any such person shall be fully protected in relying on the state of the record . Except with respect to the protection to be afforded to persons dealing with the trust, the recording or filing of any such instruments shall not be a condition precedent to

their taking effect.

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IN WITNESS WHEREOF we have hereunto set our hands and seals this 8th  
day of June, 2006.

  
JOSEPH GAVEGNANO

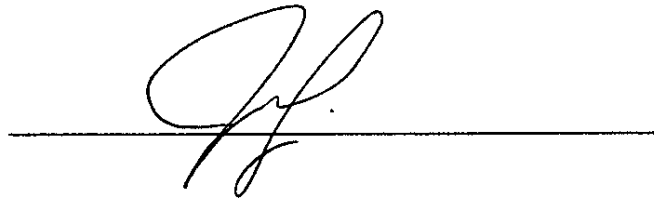
  
ELAINE GAVEGNANO

THE STATE OF FLORIDA

Marion County

June 8th 2006

Then personally appeared the above named Joseph Gavegnano and Elaine Gavegnano and acknowledge the foregoing to be their free act and deed, individually and as Trustees, before me



Notary Public

My commission expires:



Jocelyn Lanier  
My Commission DD342778  
Expires August 01 2008

DECLARATION OF TRUST

JOEL REALTY TRUST

JUNE 8 , 2006

FROM THE OFFICE OF:  
GAVEGNANO & GAVEGNANO  
6611 NW 100TH STREET  
OCALA, FL 34482